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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)
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August 26, 2013

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board
395 "E" Street, S.W.
Washington, D.C. 20423

Dear Section Chief:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Release of Loan and Security Agreement, dated as of August 23, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Loan and Security Agreement and related documents previously filed with the Board under Recordation Number 25811.

The name and address of the party to the enclosed document are:

Lender: Fifth Third Bank (successor by merger with
Fifth Third Bank (Chicago))
222 South Riverside, 32nd Floor
Chicago, Illinois 60606

[Borrower: RELCO Finance, Inc.
113 Industrial Avenue
Minooka, IL 6047-9558]

Chief, Section of Administration
August 26, 2013
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A description of the railroad equipment covered by the enclosed document is:

All Locomotives of the Borrower at any time covered by the documents filed under Recordation Number 25811 are RELEASED.

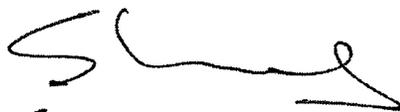
A short summary of the document to appear in the index is:

Memorandum of Release of Loan and Security Agreement.

Also enclosed is a check in the amount of \$42.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'E. Luria', with a stylized flourish at the end.

Edward M. Luria

EML/sem
Enclosures

MEMORANDUM OF RELEASE OF LOAN AND SECURITY AGREEMENT

THIS RELEASE OF LOAN AND SECURITY AGREEMENT ("Release") is dated as of August 23, 2013, by Fifth Third Bank, an Ohio banking corporation, successor by merger with Fifth Third Bank (Chicago), a Michigan banking corporation (the "Bank") as defined in the Loan and Security Agreement described below, for the benefit of Relco Finance, Inc., an Illinois corporation (the "Borrower").

WHEREAS, the Borrower has heretofore executed and delivered to Secured Party a Loan and Security Agreement (the "Loan Agreement") dated as of August 10, 2005; and

WHEREAS, pursuant to the Loan Agreement, Borrower granted to the Bank a lien on and security interest in, among other things, specifically identified locomotives or locomotives subsequently acquired by the Borrower (collectively, the "Collateral"); and

WHEREAS, to perfect and evidence the grant of the security interest to the Bank in all the Collateral, a Memorandum of Loan and Security Agreement was duly recorded and filed with the Surface Transportation Board pursuant to 49 U.S.C. § 11301 on August 30, 2005, under Recordation Number 25811; and an Assignment of Rents and Lessor's Interest in Leases was duly recorded and filed with the Surface Transportation Board pursuant to 49 U.S.C. § 11301 on August 30, 2005, under Recordation Number 25811-A; and a Partial Release of Security Interest was duly recorded and filed with the Surface Transportation Board pursuant to 49 U.S.C. § 11301 on February 5, 2007, under Recordation Number 25811-B; and a Partial Release of Security Interest was duly recorded and filed with the Surface Transportation Board pursuant to 49 U.S.C. § 11301 on November 8, 2007, under Recordation Number 25811-C; and a Partial Release of Security Interest was duly recorded and filed with the Surface Transportation Board pursuant to 49 U.S.C. § 11301 on October 10, 2012, under Recordation Number 25811-D; and a Partial Release of Security Interest was duly recorded and filed with the Surface Transportation Board pursuant to 49 U.S.C. § 11301 on July 31, 2013, under Recordation Number 25811-E; and

WHEREAS, the debt secured by the Loan Agreement has been paid in full, and Borrower has requested that the Bank release the lien of the Loan Agreement.

NOW, THEREFORE, the Bank does hereby (a) confirm that (1) all debt under the Loan Agreement has been paid in full, (2) all obligations of Borrower under the Loan Agreement have been extinguished, and (3) the Bank longer claims any lien or security interest in any of the Collateral, and (4) the Loan Agreement has been terminated, and (b) TERMINATE, RELEASE AND DISCHARGE all of the right, title, lien, interest, claim or demand whatsoever which the Bank has or may have acquired in and to the Collateral under, through or by virtue of the Loan Agreement.

CERTIFICATION

I, Edward M. Luria, an attorney licensed to practice in the District of Columbia, the State of Delaware and the Commonwealth of Pennsylvania, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: 8/26/13

Edward M Luria
Edward M. Luria